

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE 6/25/05	4. REQUISITION/PURCHASE REQ. NO. See Page 1a	5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS32-MFH	7. ADMINISTERED BY (If other than Item 6) Anna C. Stovall 256-544-0741	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  EG&G Technical Services, Inc. 15705 Long Vista Drive Austin, Texas 78720-1088		(√)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-03078
			10B. DATED (SEE ITEM 13) July 3, 2003
CODE 125356	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)****13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clauses 52.217-9 (Option to Extend the Term of the Contract) and 52.243-1 (Changes – Fixed-Price)

**E. IMPORTANT:** Contractor X is not,    is required to sign this document and return    copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.**

	Total Fixed Price FFP LUMP SUM	Total Not-To-Exceed FFP IDIQ	Contract Value	Total Sum Allotted (Incremental Funding)
Previous	\$25,487,013.00	\$25,000,000.00	\$50,487,013.00	\$25,425,675.74
This Action	<u>12,189,904.00</u>	<u>15,000,000.00</u>	<u>27,189,904.00</u>	<u>4,430,345.04</u>
New Total	\$37,676,917.00	\$40,000,000.00	\$77,676,917.00	\$29,856,020.78

See page 2 for description of modification.

\*Note: Funds are for Lump Sum effort only. Funds for IDIQ effort are obligated by individual Delivery Orders.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) T. Jerry Williams Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA /s/ original signed by T. Jerry Williams (Signature of Contracting Officer)	16C. DATE SIGNED 6/25/05
(Signature of person authorized to sign)			

PURCHASE REQUEST NO.	WBS ELEMENT	FUNDS	COST CENTER	AMOUNT
4200115897	N/A	SAEX22004D	62FACOPS	\$ 10.00
4200115897	N/A	SFCX22004D	62FACOPS	46.04
4200116288	N/A	SAEX22004D	62FACOPS	44,290.00
4200116288	N/A	SFCX22004D	62FACOPS	156,604.00
4200118389	N/A	EXCX22005D	62GAOCMA2	230,000.00
4200118857	N/A	ESAX22005D	62FACOPS	3,679,305.00
4200118854	N/A	SFCX22004D	62GASECRTY	250,000.00
4200119012	N/A	ESAX22005D	62FACOPS	70,090.00

TOTAL    \$4,430,345.04

The purpose of this modification is to 1) exercise Option Year 2 and increase the estimated value of the contract; 2) provide incremental funding pursuant to the "Limitation of Funds" clause; and 3) incorporate latest applicable Service Contract Act Wage Determination. Accordingly, Contract NAS8-03078 is modified as follows:

- A. In Section B.3, "Schedule of Prices", Page B-4, Paragraph C is hereby deleted in its entirety and the following inserted in lieu thereof:
- C. The total estimated not-to-exceed amount for performance of all work for the applicable price is as follows and shall not be exceeded without prior written approval of the Contracting Officer.

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Base Period: 7/3/03 - 6/30/04	\$12,711,134	\$10,000,000	\$22,711,134
Option Year 1: 7/1/04 - 6/30/05	\$12,775,879	\$15,000,000	\$27,775,879
Option Year 2: 7/1/05 - 6/30/06	\$12,189,904	\$15,000,000	\$27,189,904
TOTAL	\$37,676,917	\$40,000,000	\$77,676,917

Total not-to-exceed price for each option year is set forth below:

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Option Year 3: 7/1/06 - 6/30/07	\$11,921,749	\$15,000,000	\$26,921,749
Option Year 4: 7/1/07 - 6/30/08	\$11,768,207	\$15,000,000	\$26,768,207

(End of Clause)

- B. In Section B.8, "Limitation of Funds" clause, paragraph A, page B-10, changed the amount from \$25,425,675.74 by \$4,430,345.04 to \$29,856,020.78.
- C. In Paragraph C.1, page B-11 revised the funded through date from June 28, 2005 to October 31, 2005
- D. Incorporate Service Contract Act Wage Determination Requirements, WD No. 1994-2008 (Rev 23) and Service Contract Act Wage Determinations Numbers CBA-2004-2072 (Revision 0).

E. Contractor's Statement of Release:

In consideration of the modifications(s) agreed to herein as complete equitable adjustment for all Claims arising out of or attributable to the issuance of the change(s) and/or contractor proposals listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification

- F. In order to reflect the changes resulting from this modification, the page(s) listed below are hereby deleted from, or added to the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the attached page(s).

Pages Deleted

B-4, Mod 24  
B-10&11, Mod 24

Pages Replaced

B-4, Mod 25  
B-10&11, Mod 25

- G. Except as provided for herein, there are no other changes to NAS8-03078.

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Base Period: 7/3/03 - 6/30/04	\$12,711,134	\$10,000,000	\$22,711,134
Option Year 1: 7/1/04 - 6/30/05	\$12,775,879	\$15,000,000	\$27,775,879
Option Year 2: 7/1/05 - 6/30/06	\$12,189,904	\$15,000,000	\$27,189,904
<b>TOTAL</b>	<b>\$37,676,917</b>	<b>\$40,000,000</b>	<b>\$77,676,917</b>

Total not-to-exceed price for each option year is set forth below:

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Option Year 3: 7/1/06 - 6/30/07	\$11,921,749	\$15,000,000	\$26,921,749
Option Year 4: 7/1/07 - 6/30/08	\$11,768,207	\$15,000,000	\$26,768,207

(End of Clause)'

#### **B.4 IDIQ ORDERING PROCEDURES**

- A. The Contracting Officer shall issue all IDIQ work under this contract. as required, blanket Delivery Orders (DOs) shall be issued to establish a dollar value ceiling for issuance of Facility Work Requests (FWRs). Technical monitors, appointed by the Contracting Officer, shall direct the issuance of FWRs to request and schedule specific services under \$500,000. All FWRs shall be subject to the review and approval of the COTR. Delivery Orders will be issued on MSFC Form 3988 - Order for Supplies or Services, and FWRs will be issued on Form 199 (see example attached to SOW).
- B. Emergency requests may be issued by oral communication with established not-to-exceed values, where written confirmation will follow within 72 hours. Upon written confirmation, the Contractor shall follow the IDIQ procedures outlined in Attachment J-1, Paragraph 1.6.

(End of Clause)

#### **B.5 IDIQ WORK**

Each request shall exceed \$2,500 to be considered. Requests for such payments shall be identified in writing to the Contract Monitor for verification within two working days after close of the invoice period. For those FWRS that exceed \$25,000, the contractor may request approval from the Contracting Officer to submit partial payments for expended labor costs. The request shall be submitted prior to the end of the invoice period for which the partial payment will be requested. If approved, the Contractor may receive partial payments of no more than 85% of labor costs expended. Each request shall exceed \$2,500 to be considered. Requests for such payments, if approved, shall be identified in writing to the Contract Monitor for verification within two working days after close of the invoice period. A deduction for nonconforming work shall be taken monthly from the Contractor's invoice. The Contractor shall submit a Self-Evaluation of Performance each month (See Section E.7). The Contractor's self-evaluation will be considered by the Government in its monthly evaluation of nonconforming work.

- A. All as-built drawings shall be submitted prior to acceptance of the work and final payment of any FWR or DO.
- B. The data required in DRD 987MA-003, along with the Contractor's SF 1034 – Public Voucher for Purchases and Services Other Than Personal, shall serve as the complete invoice. Distribution shall be in accordance with the DRD.

(End of Clause)

**B.8 LIMITATION OF FUNDS (FIXED-PRICE CONTRACTS) (1852.232-77)  
(MAR 1989)**

- A. Of the total price of items identified as Lump Sum for the Base Period, Option Year 1 and 2, the sum of **\$29,856,020.78** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

**SCHEDULE FOR ALLOTMENT OF FUNDS**

Date	<b>October 31, 2005</b>	Amounts	<b>\$29,856,020.78</b>
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- B. The Contractor agrees to perform or have performed work as specified in paragraph A. above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement

costs) pursuant to paragraphs F. and G. of this clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

- C.
  - 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until **October 31, 2005**.
  - 2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause will approximate 75 percent of the total amount then allotted to the contract.
  - 3.
    - a. The notice shall state the estimate when the point referred to in subparagraph above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 1. above, or an agreed date substituted for it.
    - b. The Contractor shall, 60 days in advance of the date specified in subparagraph 1. above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
  - 4. If, after the notification referred to in subdivision 3.a. above, additional funds are not allotted by the date specified in subparagraph 1. above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- D. When additional funds are allotted from time to time for continued Performance of the work under this contract, the parties shall agree on